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LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING
918 SIXTEENTH STREET, N.W.
WASHINGTON, D.C.
20006-2973

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE*
GEORGE JOHN KETO*
MILTON C. GRACE*
JAMES C. MARTIN, JR.*

*NOT A MEMBER OF D.C. BAR
*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN OHIO
*ALSO ADMITTED IN MARYLAND

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEPHONE
AREA CODE 202
293-2266

TELEX
440367 A AND A

REGISTRATION NO. 15405-B

January 14, 1988

JAN 15 1988

JAN 15 1988 - 10:00 AM
INTERSTATE COMMERCE COMMISSION

Ms. Noretta R. McGee, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

8-015A013
JAN 15 1988

Date
20.00
100 Washington, D.C.

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) duplicate originals of (1) a Release Agreement dated as of December 31, 1987, and (2) a Reassignment of Security Interest dated as of December 28, 1987, both secondary documents as defined in the Commission's Rules for the Recordation of Documents.

The enclosed documents relate to the Security Agreement dated as of June 1, 1987 between James-Furman & Company, Debtor, and Greenbrier Leasing Corporation, Secured Party; and an Assignment of Security Interest dated as of December 4, 1987 between Greenbrier Leasing Corporation, Assignor, and The Bank of California, National Association, Assignee, which were recorded on December 8, 1987 and assigned Recordation Numbers 15405 and 15405-A, respectively.

The names and addresses of the parties executing the enclosed documents are:

Release Agreement

Greenbrier Leasing Corporation
One Centerpointe Drive
Lake Oswego, Oregon 97035

Reassignment of Security Interest

The Bank of California, National Association
P. O. Box 3121
Portland, Oregon 97208

JAN 15 12 58 PM '88
100 ft.
100 ft.

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule 1 attached hereto and made a part hereof.

Centerpoint - C.T. Kappler

Ms. Noreta R. McGee
Interstate Commerce Commission
January 14, 1988

2.

Also enclosed is a check in the amount of \$20.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to Charles T. Kappler, Esq., Alvord and Alvord, 200 World Center Building, 918 Sixteenth Street, N. W., Washington, D. C. 20006.

A short summary of the enclosed secondary documents to appear in the Commission's Index is:

Release Agreement dated as of December 31, 1987 executed by Greenbrier Leasing Corporation; and Reassignment of Security Interest dated as of December 28, 1987 executed by The Bank of California, National Association, covering thirty-five (35) refurbished boxcars, WCRC 8600 - WCRC 8634.

Very truly yours,

ALVORD AND ALVORD

By


Charles T. Kappler

Enclosures

15405-C

REGISTRATION NO. 15405-C Filed 1423

JAN 15 1988 - 1 10 PM

INTERSTATE COMMERCE COMMISSION

REASSIGNMENT OF SECURITY INTEREST

This Reassignment is made as of December 28, 1987 by The Bank of California, National Association ("Lender") to Greenbrier Leasing Corporation ("Borrower").

RECITALS:

A. Pursuant to a Commitment Letter dated as of December 4, 1987 between Lender and Borrower, Lender made a certain loan to Borrower (the "Loan"). To secure payment of the Loan and certain other amounts, Borrower executed and delivered to Lender an Assignment of Security Interest dated as of December 4, 1987 (the "Assignment"), pursuant to which Borrower assigned to Lender its security interest arising out of two Security Agreements dated June 1, 1987 and October 1, 1987 between Borrower and James-Furman & Co., an Oregon general partnership.

B. The Assignment was filed for record in the offices of the Interstate Commerce Commission in Washington, D.C. on December 8, 1987 at 12:20 p.m. and was assigned recordation number 15405A.

C. Borrower has paid in full the principal and interest due under the Loan.

NOW, THEREFORE, Lender agrees as follows:

(1) Lender acknowledges that Borrower has fully paid its obligations under the Loan. Accordingly, Lender hereby absolutely and unconditionally reassigns the Security Interest and releases and discharges its interest and any other rights, title or interest which it may have as a result of the Assignment.

(2) Lender agrees that it will execute, acknowledge and deliver such further releases, termination statements assignments and other further assurances pursuant to this Reassignment as may be requested by Borrower.

IN WITNESS WHEREOF, Lender has executed this
Reassignment effective as of the date first above written.

THE BANK OF CALIFORNIA,
NATIONAL ASSOCIATION

By: R. Zagunis
Name: Robert Zagunis
Title: Vice President

STATE OF OREGON)
) ss.
County of Multnomah)

On this 28th day of December, 1997, before
me, P. F. Simmons, the undersigned Notary Public,
personally appeared Robert Zagunis, personally known to
me, proved to me on the basis of satisfactory evidence
to be the person who executed the within instrument as
Vice President or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed
it.

P. F. Simmons
Notary Public for Oregon
My Commission Expires: 2-2-99